



ENSAFE INC.

ENVIRONMENTAL AND MANAGEMENT CONSULTANTS

4545 Fuller Drive, Suite 230 • Irving, Texas 75038 • Telephone 972-791-3222 • Facsimile 972-791-0405 • www.ensafe.com

January 21, 2005

Ms. Diana Christiano
Program Specialist
Volunteer Cleanup Section, Mail Code 221
Texas Commission on Environmental Quality
P.O. Box 13077
Austin, Texas 78711-3077

JAN 24 2005

VOLUNTARY CLEANUP SECTION

10878075

**Re: Amended Voluntary Cleanup Program (VCP) Agreement and Project Update,
Former Delfasco Forge Facility, 114 Northeast 28th Street, Grand Prairie,
VCP No. 1571**

Dear Ms. Christiano:

On behalf of Delfasco Forge Division (Delfasco), EnSafe Inc. is providing the enclosed information to request extensions to the VCP Agreement Texas Risk Reduction Program (TRRP) submittal dates and to update the TCEQ's VCP Section on the status of the above-referenced project. The current VCP Agreement indicates the Affected Property Assessment Report (APAR) would be submitted by December 10, 2004; however, based on the data collected during 2004, additional time is necessary to collect all the information required to complete an APAR. The following information is provided to propose new TRRP submittal dates, provide reasoning behind the submittal extensions, and update the TCEQ on progress.

VCP Agreement

Attachment A to this letter is a revised page 3 of the VCP Agreement, which provides amended TRRP submittal dates based on the results of the information gathered to date. Based on the current estimations of the size of the affected area, delineation of chemicals of concern in soil and groundwater has involved more field work than originally anticipated. Delfasco anticipates meeting these new submittal dates without having to request future extensions, unless the results of additional investigation reveal new information that could affect the project schedule. Delfasco requests the TCEQ review and approves the new proposed dates provided in Attachment A.

Project Status

Attachment B to this letter includes project maps and tables that present data collected to date. Figure 1 - Investigation Activity Map, illustrates the phases of onsite and offsite soil and groundwater investigations that have been conducted. Initial investigations indicated groundwater impact offsite. Research into adjacent facilities indicated possible offsite sources. The offsite investigations conducted in 2004 were designed to determine extent of groundwater impact and to address other possible sources. A combination of temporary and permanent monitoring wells were installed, and an onsite soil investigation was completed in 2004.

Figure 2 - Trichloroethylene (TCE) Protective Concentration Level Exceedence (PCLE) Map indicates the estimated boundaries of groundwater impact at this time. A private water well survey was conducted by the City of Grand Prairie's Environmental & Health Department

and Delfasco to identify any privately owned water wells in the area. Three wells were discovered, and Delfasco attempted to sample each. Private well PW02 was the only well that was sampled. Private wells PW01 and PW03 either did not have water present in the well or were not accessible. All three wells were not operational and had not been used for years according to the property owners. The former Delfasco facility, as well as the entire surrounding area, is within the City of Grand Prairie and provided water for domestic use by the City of Grand Prairie. Dashed lines are used on Figure 2 to indicate where additional data are needed in order to delineate the extent of groundwater impact.

Figures 3A, 3B, and 3C illustrate concentrations of TCE in soil at various depths onsite. These TCE PCLE soil maps have been generated using soil data collected from onsite investigation activity. Soil was also sampled during the installation of offsite temporary and permanent groundwater monitoring wells, but TCE was not detected in any offsite soil above the applicable PCL.

Table 1 - Groundwater Analytical Results, presents all the groundwater data collected from onsite and offsite investigation activities. Sample location identification numbers in the tables can be linked to the maps. Shading and bolding of values is used to show what levels of TCE exceed the appropriate PCLs. Table 2 - Soil Analytical Results, presents the soil data collected from onsite and offsite investigation activities. Sample location identification numbers in the tables can be linked to the maps. Shading and bolding of values is used to show what levels of TCE exceed the appropriate PCLs.

As shown on Figures 1 and 2, all of the offsite groundwater investigation activity has been conducted on the City of Grand Prairie right-of-way property; however, the results of the investigations indicate adjacent private properties are impacted. Therefore, Delfasco has provided notification of data availability to each property owner expected to be within the affected groundwater area, as required by TRRP.

EnSafe has prepared and is presenting the information enclosed on behalf of Delfasco to request revisions to the TRRP submittal dates and to update the TCEQ on the status of the project. After you have had an opportunity to review the enclosed information, please contact me at (972) 791-3222 if you have any questions or require additional information not presented in this update.

Sincerely,

EnSafe Inc.


By: Jay Spence, PG
Project Manager

Attachments

cc: Lynda Riekels, PhD, Vice President, Delfasco Inc.
Matt Knifton, Attorney, Thompson & Knight, LLP

ENSAFE

**ATTACHMENT A
VCP AGREEMENT**

APPLICABLE RULES AND REGULATIONS

The VCP rules, 30 Texas Administrative Code (TAC) 333, Subchapter A and the following rules or regulations are specifically designated as being directly applicable for the Site and must be followed. Citation of these rules does not imply that they are the only applicable rules.

☒ 30 TAC 350 (Texas Risk Reduction Program Rules - TRRP)
☐ 30 TAC 334 (Petroleum Storage Tank Rules)
☐ Other _____

SUBMITTALS AND SCHEDULES

The following plans and reports were included with the VCP application, in this Agreement, or has been added by amendment to this Agreement:

☒ Phase I Environmental Site Assessment (ESA)
☒ Phase II/Limited Phase II ESA
☐ Affected Property Assessment Report - Texas Risk Reduction Program (TRRP) Rules
☐ Response Action Plan (TRRP)
☐ Other: _____

In compliance with the aforementioned rules or regulations, the required submittals shall include a monthly status report, which describes all activities completed for the current month and those planned for the upcoming month. In order to complete the voluntary cleanup activities which are necessary for Certificate of Completion issuance, the following plans and reports will be submitted according to the schedule specified below (put anticipated date of submittal of report in blanks or NA if not applicable):

TRRP Submittals:

Affected Property Assessment Report _____ January 31, 2006 _____
Response Action Plan _____ July 29, 2006 _____
Response Action Completion Report _____ January 30, 2008 _____
Response Action Effectiveness Reports _____ Semi-annually beginning July 15, 2007 _____
Post-Response Action Completion Reports _____ Four months after TCEQ approval of RAERs _____
Monthly Status Report will be submitted by the 15th of each month.
Other reports (or indicate if attached Exhibit B): _____

If the Applicant is self-implementing to Remedy Standard A, a completed TCEQ Form 10323 (Self-Implementation Notice) must be attached to this Agreement. If the Applicant is self-implementing, TCEQ will not review or comment on site-specific issues submitted by the Applicant prior to submittal of the Response Action Completion Report (RACR) or the Response Action Effectiveness Report if the RACR has not been previously submitted.

Petroleum Storage Tank Submittals:

Release Determination Report (TCEQ-0621) _____
Assessment Report Form (TCEQ-0562) _____

Kathleen Hartnett White, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Larry R. Soward, *Commissioner*
Margaret Hoffman, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 22, 2004

Mr. Jay Spence, Project Manager
Ensafe, Inc.
4545 Fuller Drive, Suite 230
Irving, TX 75038

Re: Delfasco Forge Division, Delfasco, Inc., located at 114 NE 28th Street, Grand Prairie, Dallas County, TX; Voluntary Cleanup Program (VCP) No. 1571

Dear Mr. Spence:

The Texas Commission on Environmental Quality (TCEQ) has received the amended VCP application and agreement. Enclosed is a copy of the amended agreement for your files. The Affected Property Assessment Report (APAR) is due on December 10, 2004. A project manager will be assigned to the site once the APAR has been received.

Please reference VCP No. 1571 on the front of any future letters or reports. Future submittals should be mailed to my attention at the TCEQ, Voluntary Cleanup Section, MC-221, at the letterhead address. You may contact me with any questions at (512) 239-5696.

Sincerely,

A handwritten signature in cursive script that reads "Diana Christiano".

Diana Lee Christiano, Program Specialist
Voluntary Cleanup Section
Remediation Division

DC/ts

Enclosure

cc: Ms. Lynda Riekels, Delfasco, Inc., Hurst, TX (w/enclosure)
Mr. Matthew J. Knifton, Thompson & Knight, Austin, TX (w/enclosure)

VCP 1571

APPLICABLE RULES AND REGULATIONS

The VCP rules, 30 Texas Administrative Code (TAC) 333, Subchapter A and the following rules or regulations are specifically designated as being directly applicable for the Site and must be followed. Citation of these rules does not imply that they are the only applicable rules.

- ☒ 30 TAC 350 (Texas Risk Reduction Program Rules - TRRP)
☒ 30 TAC 334 (Petroleum Storage Tank Rules)
Other _____

SUBMITTALS AND SCHEDULES

The following plans and reports were included with the VCP application, in this Agreement, or has been added by amendment to this Agreement:

- ☒ Phase I Environmental Site Assessment (ESA)
☒ Phase II/Limited Phase II ESA
_____ Affected Property Assessment Report - Texas Risk Reduction Program (TRRP) Rules
_____ Response Action Plan (TRRP)
_____ Other: _____

In compliance with the aforementioned rules or regulations, the required submittals shall include a monthly status report, which describes all activities completed for the current month and those planned for the upcoming month. In order to complete the voluntary cleanup activities which are necessary for Certificate of Completion issuance, the following plans and reports will be submitted according to the schedule specified below (put anticipated date of submittal of report in blanks or NA if not applicable):

TRRP Submittals:

Affected Property Assessment Report _____ December 10, 2004, _____
Response Action Plan _____ June 30, 2005 _____
Response Action Completion Report _____ June 30, 2006 _____
Response Action Effectiveness Reports _____ Semi-annually beginning December 15, 2006 _____
Post-Response Action Completion Reports _____ Four months after TCEQ approval of RAERs.
Monthly Status Report will be submitted by the 15th of each month.
Other reports (or indicate if attached Exhibit B): _____

If the Applicant is self-implementing to Remedy Standard A, a completed TCEQ Form 10323 (Self-Implementation Notice) must be attached to this Agreement. If the Applicant is self-implementing, TCEQ will not review or comment on site-specific issues submitted by the Applicant prior to submittal of the Response Action Completion Report (RACR) or the Response Action Effectiveness Report if the RACR has not been previously submitted.

Petroleum Storage Tank Submittals:

Release Determination Report (TCEQ-0621) _____
Assessment Report Form (TCEQ-0562) _____

Version 4.0 - previous versions obsolete

TCEQ Rep: approved by: ³ Diana Christiano, Program Specialist
March 17, 2004

OFFICE USE ONLY

PCA number: 33771

VCP Project number: _____

GIN 1505815

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
VOLUNTARY CLEANUP PROGRAM**

Program Application

VCP No. 1571

Please complete this form, a Texas Commission on Environmental Quality (TCEQ) Form 10400 and an agreement form to request assistance and review from TCEQ staff in the Voluntary Cleanup Program (VCP) pursuant to §361.604 of the Texas Solid Waste Disposal Act. You may download this document, TCEQ Form 10400 and any other VCP documents via the Internet at <http://www.tceq.state.tx.us/permitting/remed/vcp/vcp/html>.

Complete all applicable sections. The TCEQ may reject incomplete or inaccurate applications as per §361.605 of the VCP statute. To accurately complete this form, please refer to the VCP Application Instructions or call the TCEQ's Voluntary Cleanup Section at (512) 239-5891 with any questions concerning the completion of this form.

RECEIVED

General Site InformationSite Name DEL FASCO FORGE DIVISION, DEL FASCO, INC.

MAR - 4 2003

Site Size (acres) 1.1008

VOLUNTARY CLEANUP SECTION

Regulated Entity Reference No. (if issued): CN- _____

Applicant(s)

Applicant A (The person or entity seeking review and approval of a plan or report and/or issuance of a VCP Certificate of Completion by the TCEQ. Applicant A is responsible for payment of TCEQ costs of review and oversight unless indicated otherwise on page 2 of this form).

Applicant DEL FASCO FORGE DIVISION, DEL FASCO, INC.Contact Person LYNDA RIEKELS Title VICE PRESIDENT

Customer Reference No. (if issued): CN- _____

Organization _____ Phone (817) 268-0781 Fax (817) 268-0783Interest in Property OWNERTo receive copies of TCEQ correspondence? Yes ☒ No ☐**Applicant B**

Applicant _____

Contact Person _____ Title _____

Customer Reference No. (if issued): CN- _____

Organization _____ Phone () _____ Fax () _____

Interest in Property _____

To receive copies of TCEQ correspondence? Yes ☐ No ☐

Applicant C

Applicant _____

Contact Person _____ Title _____

Customer Reference No. (if issued): CN- _____

Organization _____ Phone () _____ Fax () _____

Interest in Property _____

To receive copies of TCEQ correspondence? Yes _____ No _____

If more than three applicants, list others under "Additional Applicants" on page 8 of this form.

Current Site Owner (if different from an applicant)

Owner(s) _____

Contact Person _____ Title _____

Organization _____ Phone () _____ Fax () _____

IMPORTANT - Please attach a completed form TCEQ-10400 for each applicant and the current site owner.**Other Contacts** (Consultant/Attorney)Name(s) ED HEARS Title PROJECT MANAGEROrganization ENSAFE INC. (CONSULTANT) Phone (972) 791-3222 Fax (972) 791-0405Address 4545 FULLER DRIVE SUITE 230City IRVING State TX Zip Code 75038

Name(s) _____ Title _____

Organization _____ Phone () _____ Fax () _____

Address _____

City _____ State _____ Zip Code _____

Billing Information

If billing should be directed to a person other than Applicant A, please enter the required information below and include their signature consenting to the obligation for payment of TCEQ oversight costs.

Name(s) _____ Title _____

Organization _____ Phone () _____ Fax () _____

Address _____

City _____ State _____ Zip Code _____

Signature of Consent: _____ Date: _____

Current Property Use (Use percentage if site is divided into different use categories.)

Residential _____ Other (e.g., agricultural, recreational) _____
Non-residential ☒ If non-residential, **type of business** VACANT

Is a real estate transaction imminent for this site? Yes _____ No ☒
If yes, what is the planned closing date? _____

Latitude/Longitude

Latitude (degrees, min., sec. N or decimal degrees) 32.7503
Longitude (degrees, min., sec. W or decimal degrees) -96.9629

Date of collection 9/5/02 Organization providing collection data CONSULTANT

Check the method used to determine latitude and longitude:

____ GPS - Real Time Differentially Corrected _____
____ GPS - Post Processed Differentially Corrected _____
____ Map Interpolation - Manual _____
☒ Map Interpolation - Digital USGS JULY 1, 1986
____ DOQQ _____

If using GPS, please state professional unit brand name, model number and accuracy tolerances.

If using Map Interpolation, please state which USGS quad map was used for interpolation.

If using DOQQ Interpolation, please state which DOQQ was used for interpolation.

Does the latitude and longitude listed above refer to the

☒ Center of the property?
____ Main entrance to the property?
____ Other, please describe _____

VCP Eligibility and Involvement With Other Regulatory Programs

Is the site subject to a TCEQ permit or administrative order? Yes _____ No ☒

Have response actions been initiated at the site after April 1996? Yes _____ No ☒ Note: Response actions initiated after April 1996 may cause the applicant to become ineligible for the VCP.

Has a state or federal Notice of Violation or any other notice of enforcement action been issued relating to contamination at the site? Yes _____ No ☒

Has there been any prior contact with any state or federal environmental regulatory programs or agencies relating to environmental issues at this site? Yes ☒ No _____

If yes, please describe all prior contact with any state or federal environmental regulatory programs or agencies which relate to each of these questions. Attach additional sheets as necessary. _____

OCTOBER 24, 2002 : Delfasco contacted Ms. Martha Britton, Region 4 TCEQ. Delfasco provided
summary information from the Phase II ESA by ENSAFE

JANUARY 13, 2003 : Delfasco submitted a letter to Ms. Martha Britton, Region 4 TCEQ, summarizing
status of investigation and VCP application

Is a request for reimbursement pre-approval currently under review by the Petroleum Storage Tank (PST) Program? Yes _____ No X

If yes, then please describe the site's status in the PST Program _____

Please provide any and all state and federal identification numbers related to the property in question, including any solid waste registration, leaking petroleum storage tank, CERCLIS, RCRIS, UIC, etc. registration numbers which have been assigned. _____

Contaminated Media and Contaminants Present

Have contaminants been detected in on-site media? Yes X No _____

Please check the chemicals of concern within each contaminant category and the media which have been affected:

| Contaminant Category | Soil | Groundwater | Surface Water | Sediment |
|-----------------------|------|-------------|---------------|----------|
| *VOCs | | X | | |
| *SVOCs | | | | |
| *Heavy Metals | | | | |
| *Chlorinated Solvents | | X | | |
| Pesticides | | | | |
| TPH | | | | |
| PCBs | | | | |
| Other _____ | | | | |

*Please describe VINYL CHLORIDE; 1,1-DCE; CIS-1,2-DCE; TCE; 1,1,2-TCA; BENZENE; PCE

Applicant's Intended Response Action Objectives (Cleanup Levels)

☐ Not known at this time. Applicant wishes to receive guidance from the VCP prior to the signing of a VCP agreement.

Texas Risk Reduction Program Rules (30 TAC Chapter 350) - Check Appropriate Standard and Tier Level:

☐ Self-Implemented Cleanup to Remedy Standard A, Tier 1 ☐ Tier 2 ☐ Tier 3 ☐

☐ Non Self-Implemented Cleanup to Remedy Standard A, Tier 1 ☒ Tier 2 ☐ Tier 3 ☐

☐ Cleanup to Remedy Standard B, Tier 1 ☐ Tier 2 ☐ Tier 3 ☐

PST Rules (30 TAC Chapter 334) - Check Appropriate Standard:

☐ Cleanup to generic risk-based levels (following PST Plan A requirements).

☐ Cleanup to site specific risk-based levels not relying on engineering or institutional controls (following PST Plan B requirements).

☐ Cleanup to site specific risk-based levels which rely on engineering or institutional controls (following PST Plan B requirements).

☐ Other (explain) _____

Federal Brownfields Tax Deduction

Are you requesting TCEQ certification that the site is eligible for a federal tax deduction under the Taxpayer Relief Act of 1997 (HR 2014)? Yes ☒ No ☐

If yes, please submit a Brownfields Tax Deduction Pre-Certification Form. This form may be downloaded from <http://www.tceq.state.tx.us/permitting/remed/vcp/vcp/html>.

State Property Tax Abatements for Brownfields

Are you interested in signing an agreement with the local taxing authority to receive a property tax abatement after issuance of the VCP Certificate of Completion, as allowed under Section 312.211 of the Texas Tax Code? Yes ☐ No ☒

If yes, please read the application instructions for more information about this tax abatement.

Environmental Assessment

An environmental assessment that includes the following information must be attached to this application:

1. a legal description of the site, including a site map drawn to scale;
2. the physical characteristics of the site;
3. the operational history of the site, to the extent the history is known by the applicant;
4. information that the applicant is aware of concerning the nature and extent of any contamination and/or release at the site and in areas contiguous to the site; and
5. relevant information the applicant is aware of concerning the potential for human and environmental exposure to contamination at or emanating from the site.

Intent to Participate

The undersigned requests oversight by the TCEQ of investigation and cleanup activities of possible contamination at the property described above and intends to negotiate in good faith, a written agreement with the TCEQ to provide technical and regulatory oversight. This Intent to Participate does not constitute such an agreement and neither TCEQ nor the undersigned will be bound to proceed with VCP oversight unless such an agreement is executed. Applicants should be aware that in order for the TCEQ to issue a VCP Certificate of Completion for an entire site, the applicant must provide adequate information to document that the entire site meets the applicable standards. As an alternative, the applicant may pursue a VCP Certificate of Completion for only a portion of the site, as a partial response action area. The agreement will describe the project activities of each party and will require Applicant A (unless indicated otherwise on page 2 of this form) to reimburse the TCEQ for all of its oversight costs. By completing and signing this Intent to Participate and that excepting areal limitations with partial response actions, all environmental media which exceed the critical Protective Concentration Levels shall be addressed through appropriate response actions. The undersigned affirms the applicant's financial capability to perform the voluntary cleanup. The Executive Director may also request additional information to support this affirmation.

With this Intent to Participate, the undersigned does not admit or assume liability for investigation or cleanup of the site. In addition, the undersigned may terminate the Intent to Participate at any time. If the TCEQ rejects the application, it will notify the applicant and explain the reasons for rejection and will refund half of the application deposit, unless the applicant indicates a desire to resubmit a corrected application. An applicant can resubmit an application once without submitting an additional application fee, if the applicant resubmits within 45 days after the rejection notice date.

Deposit of Oversight Costs

The applicant must submit with this application, a deposit in the amount of one thousand dollars (\$1,000), made payable to the Texas Commission on Environmental Quality. Deposits may be made in the form of company or personal checks. If a deposit check is returned due to insufficient funds, the application will be considered incomplete and will be rejected. Cash deposits will not be accepted.

Please execute this Intent to Participate in the space below and return it and all associated documents (e.g., environmental assessment reports) to:

Attention: Cashier
Texas Commission on Environmental Quality
MC- 214
P.O. Box 13088
Austin, Texas 78711-3088

For overnight or express mail please use the following street address:

Attention: Cashier
Texas Commission on Environmental Quality
MC-214
12100 Park 35 Circle
Austin, Texas 78753

Note: Please do not send the application and associated documents directly to the VCP. This will only result in a delay in processing your application.

Correctness of Information

The undersigned affirm that the information contained in this application is true and accurate to the best of their knowledge.

Applicant's Signatures

Applicant A

By: Lynda Riekel Name: LYNDA RIEKELS
(signature) (print or type)

Date: 2/21/03 Title: VICE PRESIDENT

Company: DELFASCO FORGE DIVISION, Phone: (817) 248-0781
DELFASCO INC.

Applicant B

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____ Phone: () _____

Applicant C

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____ Phone: () _____

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
VOLUNTARY CLEANUP PROGRAM**

Program Application - Additional Applicants Form

Applicant D

By: _____ Name: _____
(signature) (print or type)

Date: _____ Title: _____

Company: _____ Phone: () _____

Applicant E

By: _____ Name: _____
(signature) (print or type)

Date: _____ Title: _____

Company: _____ Phone: () _____

Applicant F

By: _____ Name: _____
(signature) (print or type)

Date: _____ Title: _____

Company: _____ Phone: () _____

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Margaret Hoffman, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 24, 2003

Ms. Lynda Riekels
Delfasco, Inc.
733 West Hurst Boulevard
Hurst, TX 76053

Re: Delfasco Forge Division, Delfasco, Inc., located at 114 NE 28th Street, Grand Prairie, Dallas County, TX; Voluntary Cleanup Program (VCP) No. 1571

Dear Ms. Riekels:

Enclosed for your records is a signed copy of the VCP Agreement for the above referenced site. I look forward to working with you on the site. As per the submittal schedule the Affected Property Assessment Report is due December 15, 2003. A project manager will be assigned at that time. If you have any questions please feel free to call me at (512) 239-5696.

Sincerely,

A handwritten signature in cursive script that reads "Diana Christiano".

Diana Christiano, Program Specialist
Voluntary Cleanup Section
Remediation Division

DC/ts

Enclosure

cc: Mr. Ed Mears, Ensafe, Inc., Irving TX

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY VOLUNTARY CLEANUP PROGRAM AGREEMENT

INTRODUCTION

This Agreement is entered into voluntarily by DELFASCO FORGE DIVISION, DELFASCO, INC. (Applicant) and the executive director of the Texas Commission on Environmental Quality (TCEQ). This Agreement is not and shall not be construed as an admission of any liability under the Texas Solid Waste Disposal Act or any other law or as a waiver of any defense to such liability. No approval hereunder or receipt of funds hereby shall be taken as a warranty as to sufficiency or efficacy of the response action. The purpose of this Agreement is to detail the obligations and functions of each party, related to the voluntary response action process at the GRAND PRAIRIE, TX (Site), Voluntary Cleanup Program (VCP) No. 1571.

The activities conducted by the Applicant under this Agreement are subject to approval by TCEQ. The activities conducted by the Applicant shall be consistent with this Agreement, all applicable laws and regulations and any appropriate guidance documents. Applicant shall employ sound scientific, engineering and construction practices.

STATEMENT OF ELIGIBILITY

The executive director has determined that the application submitted by the Applicant is complete and that the Site is eligible to participate in the VCP established under Subchapter S of Chapter 361 of the Health and Safety Code (HSC). If the TCEQ determines that the Applicant withheld or misrepresented information that would be relevant to the Site's eligibility, the executive director may exercise his/her right to withdraw from this Agreement.

PARTIES BOUND

This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries over which the Applicant exercises control and assigns and upon the TCEQ, its employees, agents, assigns and successors. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this Agreement unless Applicant or TCEQ withdraws from this Agreement.

The Applicant shall provide a copy of this Agreement to any subsequent business owners or successors before ownership rights are transferred. If the Applicant is also the owner of the Site, the Applicant shall provide a copy of this Agreement to prospective purchasers of the Site prior to transfer of title. The Applicant shall provide a copy of this Agreement to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Agreement, within 14 days after the effective date of this Agreement or within 14 days after the date of retaining their services, whichever is later.

DEFINITIONS

"Site" means the area described in the VCP application, attached and incorporated herein as Exhibit "A" or, if the executive director approves the Applicant's request to address a partial response action area, then only that portion (i.e., the partial response action area) of the area described in Exhibit "A."

ADDRESSES FOR ALL CORRESPONDENCE

Documents, including reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this Agreement, may be sent by certified mail, return receipt requested, hand delivery, overnight mail or by courier service to the following addresses or to such addresses as the Applicant or TCEQ may designate in writing.

Documents to be submitted to TCEQ should be sent to:

Mailing Address

Project Manager
Voluntary Cleanup Section, MC-221
P.O. Box 13087
Austin, TX 78711-3087

Overnight/Express Mail Address

Project Manager
Voluntary Cleanup Section, MC-221
12100 Park 35 Circle
Austin, TX 78753

Documents to be delivered to the Applicant should be sent to (include name, address and phone number):

Lynda Rickels
Delfasco Forge Division, Delfasco, Inc.
733 W. Hurst Blvd.
Hurst, Tx 76053

COMPLIANCE WITH APPLICABLE LAWS

All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation and Resource Conservation and Recovery Act regulations. In the event of a conflict in the application of federal, state, or local laws, ordinances and regulations, the Applicant shall comply with the more/most stringent such laws, ordinances, or regulations, unless authorized otherwise in writing by TCEQ. Federal requirements shall be followed if they are the more/most stringent. However, as provided by HSC, Section 361.611 a state or local permit shall not be required, although the Applicant must coordinate with ongoing federal and state hazardous waste programs and must comply with the substantive requirements of an otherwise required state permit. Where it is determined that a permit is required under federal law, the Applicant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicant shall be responsible for obtaining all federal permits which are necessary for the performance of any work hereunder.

APPLICABLE RULES AND REGULATIONS

The VCP rules, 30 Texas Administrative Code (TAC) 333, Subchapter A and the following rules or regulations are specifically designated as being directly applicable for the Site and must be followed. Citation of these rules does not imply that they are the only applicable rules.

☒ 30 TAC 350 (Texas Risk Reduction Program Rules - TRRP)
☐ 30 TAC 334 (Petroleum Storage Tank Rules)
☐ Other _____

SUBMITTALS AND SCHEDULES

The following plans and reports were included with the VCP application, in this Agreement, or has been added by amendment to this Agreement:

☒ Phase I Environmental Site Assessment (ESA)
☒ Phase II/Limited Phase II ESA
☐ Affected Property Assessment Report - Texas Risk Reduction Program (TRRP) Rules
☐ Response Action Plan (TRRP)
☐ Other: _____

In compliance with the aforementioned rules or regulations, the required submittals shall include a monthly status report, which describes all activities completed for the current month and those planned for the upcoming month. In order to complete the voluntary cleanup activities which are necessary for Certificate of Completion issuance, the following plans and reports will be submitted according to the schedule specified below (put anticipated date of submittal of report in blanks or NA if not applicable):

TRRP Submittals:

Affected Property Assessment Report December 15, 2003
Response Action Plan October 15, 2004
Response Action Completion Report TBD
Response Action Effectiveness Reports TBD
Post-Response Action Completion Reports TBD
Monthly Status Report will be submitted by the 15th of each month.
Other reports (or indicate if attached Exhibit B): _____

If the Applicant is self-implementing to Remedy Standard A, a completed TCEQ Form 10323 (Self-Implementation Notice) must be attached to this Agreement. If the Applicant is self-implementing, TCEQ will not review or comment on site-specific issues submitted by the Applicant prior to submittal of the Response Action Completion Report (RACR) or the Response Action Effectiveness Report if the RACR has not been previously submitted.

Petroleum Storage Tank Submittals:

Release Determination Report (TCEQ-0621) _____
Assessment Report Form (TCEQ-0562) _____

Plan B Risk Assessment Report _____
Corrective Action Plan Worksheets (TCEQ-0707) _____
Operation, Monitoring and Performance Report Form (TCEQ-0696) _____
Site Closure Request Form (TCEQ-0028) _____
Other Reports (or indicate if attached Exhibit B): _____

The TCEQ may terminate this Agreement if:

- 1) the aforementioned submittals are not submitted by the time frames stated above unless TCEQ approves an Applicant's revised schedule; or
- 2) responses to TCEQ comments on the aforementioned submittals are not submitted in accordance with time frames provided in TCEQ comments letters.

Proposed future land use to be achieved:

- ☐ Residential (i.e., unrestricted)
☒ Non-residential (i.e., commercial/industrial)
☐ Other (e.g., agricultural or recreational) _____

DESIGNATED PROJECT MANAGER

On or before the effective date of this Agreement, the TCEQ and the Applicant shall each designate a project manager. Each project manager shall be responsible for overseeing the implementation of this Agreement. The TCEQ project manager will be the TCEQ- designated representative at the Site. To the maximum extent possible, communications between the Applicant and TCEQ and all documents (including reports, approvals and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the project managers. During implementation of this Agreement, the respective project managers shall whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager by notifying the other party in writing at least five days prior to the change.

ACCESS

To the extent that the Site or other areas where work is to be performed hereunder is presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain, or shall use its best efforts to obtain access agreements from the present owners. Best efforts shall include at a minimum, a certified letter from Applicant to the present owner of such property requesting an access agreement to permit Applicant, TCEQ, their authorized representatives and persons designated by the TCEQ in accordance with HSC, Section 361.752(c) access to such property. Any such access agreement shall be incorporated by reference into this Agreement. Such an agreement shall provide access for Applicant,

TCEQ and authorized representatives of TCEQ, and persons designated by the TCEQ in accordance with HSC, Section 361.752(c), as specified below. In the event that such access agreement is not obtained, the Applicant shall so notify TCEQ, which may then, at its discretion, assist the Applicant in gaining access.

The Applicant shall provide authorized representatives of TCEQ access to the Site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the Site and shall include, but not be limited to inspecting records, operating logs and contracts related to the Site; reviewing the progress of the Applicant in carrying out the terms of this Agreement; conducting such tests, inspections, and sampling as TCEQ may deem necessary; using a camera, sound recording, or other documentary type equipment for field activities; and verifying the data submitted to TCEQ by the Applicant hereunder. The Applicant shall permit TCEQ's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement and over which the Applicant may exercise control. All persons with access to the Site pursuant to this Agreement shall comply with submitted health and safety plans. The TCEQ does not approve health and safety plans.

DISPUTE RESOLUTION

This section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted. It should be noted, that as provided for in HSC, Section 361.607, the executive director or the Applicant in its sole discretion may terminate the Agreement by giving 15 days advanced written notice to the other.

The parties shall use their best effort to, in good faith, resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the parties are unable to resolve informally, the Applicant may present written notice of such dispute to TCEQ and set forth specific points of dispute and the position of the Applicant. This written notice shall be submitted no later than five calendar days after the Applicant discovers the project managers are unable to resolve the dispute. The Applicant's project manager shall notify the TCEQ's project manager immediately by phone or other appropriate methods of communication prior to written notice, when he/she believes the parties are unable to resolve a dispute. Within ten days of receipt of such a written notice, the TCEQ will provide a written response to the Applicant setting forth its position and the basis therefore. During the five calendar days following the receipt of the response, the parties shall attempt to negotiate in good faith a resolution of their differences. If during this negotiation period, the TCEQ concurs with the position of the Applicant, the Applicant will be notified in writing and this Agreement shall be modified to include any necessary extensions of time or variances of work.

Following the expiration of the previously described time periods, if no resolution of the disputed issue(s) has been reached, the executive director shall make a determination regarding the dispute, based upon and consistent with the terms of this Agreement and will provide written documentation of such determination to the Applicant.

At this juncture, if dispute resolution fails and either or both parties exercise their right to withdraw from the Agreement by giving 15 days advance written notice to the other, only those costs incurred or obligated by the TCEQ before notice of termination of the Agreement are recoverable under the Agreement.

RESERVATION OF RIGHTS

TCEQ and Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation, not a party to this Agreement for any liability it may have arisen out of, or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants or pollutants at, to or from the Site. The parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against each other, and against any and all other persons and entities who are not parties to this Agreement.

The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than TCEQ found to be responsible or liable for contribution, indemnity or otherwise for any amounts which have been or will be expended by the Applicant in connection with the Site.

During the term of this Agreement, TCEQ will not bring an enforcement action against Applicant for any violations of statutes or regulations for the specific violations or releases that are being remediated by this Agreement, unless the Applicant or TCEQ withdraws from this Agreement prior to completion of the response action. However, a responsible party remains liable for contamination should response action standards change or additional contamination be discovered. Non-responsible party Applicants have a release from liability upon issuance of the Certificate of Completion subject to statutory conditions in Section 361.610(c) HSC.

ADMINISTRATIVE COSTS

Applicant A, unless indicated otherwise in Exhibit "A", agrees to reimburse TCEQ for all of its costs associated with implementation of this Agreement. TCEQ's costs may include direct and indirect costs of overhead, salaries, equipment, utilities, legal, management and support costs associated with the review of the Applicant's work plans and reports and oversight of field activities.

The TCEQ will track all costs to the TCEQ for review and oversight activities related to the Site and provide monthly invoices to the person responsible, per this Agreement for said costs. If TCEQ costs are less than the application fee of one thousand (\$1,000) dollars, the remaining balance in the Site account will not be refunded. The Applicant shall pay these invoiced costs to the TCEQ within 30 days after the date the Applicant receives notice that these costs are due and owing. If payment is not made within 30 days after the date the second notice that these costs are due and owing is sent, the TCEQ will stop reviewing

any site-related submittals. If payment is not made within 30 days after the date the third notice is sent, the TCEQ shall terminate this Agreement and request that the attorney general bring action to recover all costs allowed by law.

Checks shall be made payable to the Texas Commission on Environmental Quality and be mailed along with a transmittal letter stating the Site name, VCP number, and addressed to the Texas Commission on Environmental Quality; MC-214; Attention: Cashier; P.O. Box 13088, Austin, Texas, 78711-3088.

In the event that this Agreement is terminated for any reason, Applicant A, unless indicated otherwise in Exhibit "A", agrees to reimburse TCEQ for all costs incurred or obligated by the TCEQ before notice of termination of the Agreement.

NOTICE OF BANKRUPTCY

As soon as Applicant has knowledge of its intention to file bankruptcy or no later than seven days prior to the actual filing of a voluntary bankruptcy petition, Applicant shall notify TCEQ of its intention to file a bankruptcy petition. In the case of an involuntary bankruptcy petition, Applicant shall give notice to the TCEQ as soon as it acquires knowledge of such petition.

INDEMNIFICATION

The Applicant agrees to indemnify and save and hold the State of Texas, its agencies, successors, departments, agents and employees, harmless from any and all claims, damages or causes of action arising from or on account of, the willful or negligent acts or omissions of the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries over which the Applicant exercises control and assigns in carrying out the activities pursuant to this Agreement. By entering into this Agreement, the Applicant does not assume any liability arising from the acts or omissions of the TCEQ or its agents or employees in carrying out any activities pursuant to this Agreement.

EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

The effective date of this Agreement shall be the date on which this Agreement is signed by the Executive Director of TCEQ or his/her authorized representative.

This Agreement may be amended by mutual agreement of TCEQ and the Applicant. Amendments shall be in writing and shall be effective when signed by the Executive Director of TCEQ or his/her authorized representative.

TERMINATION AND SATISFACTION

The provisions of the Agreement shall be satisfied when TCEQ gives the Applicant written notice in the form of a Final Certificate of Completion that the Applicant has demonstrated to TCEQ's satisfaction that all terms of this Agreement have been completed, including the selection and implementation of a response action, when appropriate.

Nothing in the Agreement shall restrict the State of Texas from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

SIGNATURES

Applicant A

By: Lynda M. Riekels
(signature)

Name: LYNDA M. RIEKELS
(print or type)

Date: 4/11/03

Title: VICE PRESIDENT

Applicant B

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

Applicant C

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

Applicant D

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

TCEQ Representative

By: Ada Lichaa
(signature of authorized
representative)

Name: Ada Lichaa
(print or type)

Date: 4/23/03

Title: Team Leader

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Margaret Hoffman, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 14, 2003

Ms. Lynda Riekels
Delfasco, Inc.
733 West Hurst Boulevard
Hurst, TX 76053

Re: Delfasco Forge Division, Delfasco, Inc., located at 114 NE 28th Street, Grand Prairie, Dallas County, TX; Voluntary Cleanup Program (VCP) No. 1571

Dear Ms. Riekels:

The Texas Commission on Environmental Quality (TCEQ) has received the application submitted pursuant to §361.604 of the Texas Solid Waste Disposal Act (SWDA) for assistance and review of site investigation and cleanup activities for the above referenced site. After careful review, the application is determined to be administratively complete, and is eligible for the VCP.

As specified by the Texas Voluntary Cleanup Statute, the person participating in the VCP must enter into a voluntary cleanup agreement that outlines the criteria for participation in the program. Please complete and sign the enclosed VCP agreement and fill out the submittals and schedules section within 30 days of the date of this letter. Firm dates need to be established for document submittals. Once the Affected Property Assessment Report is received, a project manager will be assigned to the site.

Please reference VCP No. 1571 on the front of any future letters or reports. Future submittals should be mailed to my attention at TCEQ, Voluntary Cleanup Section, mail code MC-221, at the letterhead address. You may contact me with any questions at (512) 239-5696.

Sincerely,

A handwritten signature in cursive script that reads "Diana Christiano".

Diana Christiano, Program Specialist
Voluntary Cleanup Section
Remediation Division

CML/dc/ts

Enclosure

cc: Mr. Ed Mears, Ensaf, Inc., Irving TX

THOMPSON & KNIGHT

DALLAS
(214) 969-1700 / FAX (214) 969-1751

FORT WORTH
(817) 347-1700 / FAX (817) 347-1799

L.L.P.
ATTORNEYS AND COUNSELORS
98 SAN JACINTO, SUITE 1900
AUSTIN, TEXAS 78701
(512) 469-6100
FAX (512) 469-6180
DIRECT DIAL: (512) 469-6120

HOUSTON
(713) 217-2800 / FAX (713) 217-2828

MONTERREY, MEXICO
(011-52-8) 363-0096
FAX (011-52-8) 363-3067

FACSIMILE COVER LETTER**TO:**

Diana Cristiano, TCEQ

FAX NUMBER:

239-1212

FROM: Matthew J. Knifton**SUBJECT:** Amendment to VCP Application and Agreement**DATE:** December 16, 2003**CLIENT/FILE NO.:** 506078.000002**NO. OF PAGES:** 9
(inc. cover sheet.)**PRIVILEGED AND CONFIDENTIAL**

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (512) 469-6100 AS SOON AS POSSIBLE

FAX OPERATOR: _____ TIME SENT _____ A.M./P.M. CONFIRMED _____ A.M./P.M.

UNABLE TO SEND: _____ Incorrect telephone number
_____ No answer

UNABLE TO CONFIRM: _____ No telephone number
_____ After hours
_____ No answer

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

1900 SAN JACINTO CENTER
99 SAN JACINTO BOULEVARD
AUSTIN, TEXAS 78701-4238

(512) 469-6100
FAX (512) 469-8180
www.iklaw.com

(512) 469-6120

E-Mail: Kniftonm@tklaw.com

AUSTIN
DALLAS
FORT WORTH
HOUSTON

ALGIERS
MONTERREY
PARIS
RIO DE JANEIRO

December 12, 2003

Via Hand Delivery

Attention: TCEQ Cashier's Office, MC-214
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, TX 78753

Re: Amendment to VCP Application and Agreement; VCP I.D. No. 1571; PCA No. 3377-1; Delfasco Forge Division, 114 NE 28th Street, Grand Prairie, TX

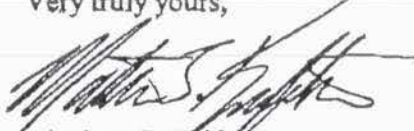
Dear Cashier:

On behalf of our client, Delfasco, Inc., we are submitting the enclosed revised pages to the VCP application and agreement forms to amend those documents for the existing VCP project referenced above.

The revisions add the future tenant and prospective purchaser, Lawler Properties, Inc., as Applicant B and co-signee on the agreement. Delfasco consents to these changes, which I have already discussed with the assigned VCP project manager, Diana Christiano. Delfasco remains Applicant A and the billing party for the project. Also enclosed are a check for the \$1,000 application fee, and a CORE data form for Lawler.

Please file stamp the courier's copy of this letter and return it to him. Feel free to call me with any questions at (512) 469-6120.

Very truly yours,



Matthew J. Knifton

Enclosures

405790 000001 AUSTIN 180983.1

TCEQ Cashier
December 12, 2003
Page 2

cc: Ms. Diana Christiano, VCP Project Manager (w/encs.)
Ms. Lynda Riekels, Delfasco, Inc.
Mr. Chris Baker, attorney for Lawler Properties, Inc.

DEL FASCO, INC.

P.O. BOX 10327
WILMINGTON, DE 19850-0527
(302) 828-6875

WACHOVIA BANK, N.A.
62-88-311

8664

Sum of One Thousand & 00/100 Dollars

PAY

TO THE
ORDER OF

DATE

AMOUNT

12/03/2003

\$ 1,000.00

TEXAS COMMISSION ON ENVIRO. QUALITY
MC-214
12100 PARK 35 CIRCLE
AUSTIN TX 78753

Philip E. Kallish
for Wachovia

PCA No. 3377-1; TCEQ No. 1571

(b) (4)

Form TCEQ-10241 Revised 3/01

OFFICE USE ONLY

PCA number: _____

VCP Project number: _____

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY VOLUNTARY CLEANUP PROGRAM

Program Application

Please complete this form, a Texas Commission on Environmental Quality (TCEQ) Form 10400 and an agreement form to request assistance and review from TCEQ staff in the Voluntary Cleanup Program (VCP) pursuant to §361.604 of the Texas Solid Waste Disposal Act. You may download this document, TCEQ Form 10400 and any other VCP documents via the Internet at <http://www.tceq.state.tx.us/permitting/remed/vcp/vcp/html>.

Complete all applicable sections. The TCEQ may reject incomplete or inaccurate applications as per §361.605 of the VCP statute. To accurately complete this form, please refer to the VCP Application Instructions or call the TCEQ's Voluntary Cleanup Section at (512) 239-5891 with any questions concerning the completion of this form.

General Site Information

Site Name _____

Site Size (acres) _____

Regulated Entity Reference No. (if issued): CN- _____

Applicant(s)

Applicant A (The person or entity seeking review and approval of a plan or report and/or issuance of a VCP Certificate of Completion by the TCEQ. Applicant A is responsible for payment of TCEQ costs of review and oversight unless indicated otherwise on page 2 of this form).

Applicant _____

Contact Person _____ Title _____

Customer Reference No. (if issued): CN- _____

Organization _____ Phone () _____ Fax () _____

Interest in Property _____

To receive copies of TCEQ correspondence? Yes _____ No _____

Applicant B

Applicant Lawler Properties Inc.Contact Person Patrick Lawler Title Pres.

Customer Reference No. (if issued): CN- _____

Organization _____ Phone (412) 839-3192 Fax (612) 264-1039Interest in Property Tenant / Prospective PurchaserTo receive copies of TCEQ correspondence? Yes X No _____

Applicant B

By: [Signature]
(signature)

Name: Patrick Lawler
(print or type)

Date: 12-9-03

Title: Pres.

Company: Lawler Properties Inc. Phone: (972) 839-3192

Applicant C

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____ Phone: () _____

Nothing in the Agreement shall restrict the State of Texas from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

SIGNATURES

Applicant A

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

* [Applicant B
Lawler Properties Inc.
By: [Signature]
(signature)
Date: 12-8-03

Name: Patrick Lawler
(print or type)

Title: Pres

Applicant C

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

Applicant D

By: _____
(signature)

Name: _____
(print or type)

Date: _____

Title: _____

TCEQ Representative

By: _____
(signature of authorized
representative)

Name: _____
(print or type)

Date: _____

Title: _____

TCEQ Core Data Form

TCEQ Use Only

If you have questions on how to fill out this form or about our Central Registry, please contact us at 512-238-5175.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-238-3282.

SECTION I: General Information

| | |
|--|---|
| 1. Reason for Submission <i>Example: new wastewater permit; IMW registration; change in customer information; etc.</i> <u>Change In Customer Information</u> | |
| 2. Attachments <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Describe Any Attachments: (ex: Title V Application, Waste Transporter Application, etc.)</i> | |
| 3. Customer Reference Number-If Issued CN (9 digits) | 4. Regulated Entity Reference Number-If Issued RN (6 digits) |

SECTION II: Customer Information

| | | | |
|---|--|--|--|
| 5. Customer Role (Proposed or Actual) - As It Relates to the Regulated Entity Listed on This Form Please check <u>one</u> of the following: <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner and Operator <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Volunteer Cleanup Applicant <input type="checkbox"/> Other: <u>Tenant</u> TCEQ Use Only <input type="checkbox"/> Superfund <input type="checkbox"/> PST <input type="checkbox"/> Respondent | | | |
| 6. General Customer Information <input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Change to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> No Change *If "No Change" and Section I is complete, skip to Section III - Regulated Entity Information. | | | |
| 7. Type of Customer: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship - D.B.A. <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> County Government <input type="checkbox"/> City Government <input type="checkbox"/> Other Government <input type="checkbox"/> Other | | | |
| 8. Customer Name (If an individual, please print last name first) <i>If new name, enter previous name:</i> <u>LAWLER PROPERTIES INC.</u> | | | |
| 9. Mailing Address: <u>210 South Baghdad Rd.</u> | | | |
| City <u>GRAND PRAIRIE</u> | | State <u>TX</u> | ZIP <u>75050</u> |
| 10. Country Mailing Information if outside USA <u>N/A</u> | | 11. E-Mail Address if applicable <u>N/A</u> | |
| 12. Telephone Number <u>264-0415</u> <u>(972) 264-0029</u> | | 13. Extension or Code <u>N/A</u> | 14. Fax Number if applicable <u>(972) 264-1039</u> |
| 15. Federal Tax ID (9 digits) <u>631122952</u> | 16. State Franchise Tax ID Number if applicable <u>3-01174-0647-7</u> | | 17. DUNS Number if applicable (9 digits) |
| 18. Number of Employees <input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and Higher | | | 19. Independently Owned and Operated? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

SECTION III: Regulated Entity Information

| | |
|--|--|
| 20. General Regulated Entity Information <input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Change to Regulated Entity Information <input checked="" type="checkbox"/> No Change *If "No Change" and Section I is complete, skip to Section IV - Permit Information. | |
| 21. Regulated Entity Name (If an individual, please print last name first) | |

| | | | | | |
|---|---|---|--|--|---------|
| 22. Street Address: Same | | | | | |
| (No P.O. Boxes) Same | | | | | |
| City Same | | State | ZIP | ZIP + 4 | |
| 23. Mailing Address Same | | | | | |
| City Same | | State | ZIP | ZIP + 4 | |
| 24. E-Mail Address: N/A | | | | | |
| 25. Telephone Number () Same | | 26. Extension or Code | | 27. Fax Number if applicable () | |
| 28. Primary SIC Code (4 digit) N/A | 29. Secondary SIC Code (4 digit) | 30. Primary NAICS Code (5 or 6 digits) 441120 | | 31. Secondary NAICS Code (5 or 6 digits) | |
| 32. What is the Primary Business of this entity? (Please do not repeat the SIC or NAICS description.) Automotive related | | | | | |
| Questions 33 - 37 address geographic location. Please refer to the instructions for applicability. | | | | | |
| 33. County: County | | | | | |
| 34. Description of Physical Location I-30 west from Dallas to Loop 12 south/ West on State Highway 180 to 28 th st. turn north, right side | | | | | |
| 35. Nearest City Grand Prairie, Texas | | State TX | Nearest ZIP 75050 | | |
| 36. Latitude (N) North side sh 180 | | 37. Longitude (W) | | | |
| Degrees | Minutes | Seconds | Degrees | Minutes | Seconds |
| | | | | | |
| 38. TCEQ Programs in Which This Regulated Entity Participates Not all programs have been listed. Please add to this list as needed. If you don't know or are unsure, please mark "unknown." | | | | | |
| <input type="checkbox"/> Animal Feeding Operation | <input type="checkbox"/> Petroleum Storage Tank | | <input type="checkbox"/> Water Rights | | |
| <input type="checkbox"/> Title V - Air | <input type="checkbox"/> Wastewater Permit | | <input checked="" type="checkbox"/> Automotive Related | | |
| <input type="checkbox"/> Industrial & Hazardous Waste | <input type="checkbox"/> Water Discharges | | <input type="checkbox"/> | | |
| <input type="checkbox"/> Municipal Solid Waste | <input type="checkbox"/> Water Utilities | | <input type="checkbox"/> Unknown | | |
| <input type="checkbox"/> New Source Review - Air | <input type="checkbox"/> Licensing - TYPE(s) | | | | |

SECTION IV: Preparer Information

| | | | |
|---|--|---|--|
| 39. Name James Kellum | | 40. Title Consultant | |
| 41. Telephone Number (972) 817/608/0550 | | 42. Extension or Code N/A | |
| | | 43. Fax Number if applicable (917) 608-0551 | |
| 44. E-Mail Address: N/A | | | |